

IN THE UNITED STATES DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS AND ST. JOHN

ACTION NO. 3:19-cv-0053-RAM-EAH

THOMAS F. FRIEDBERG & SARAH L.
BUNGE,

Plaintiff,

v.

DAYBREAK, INC., dba HUBER &
ASSOCIATES,

Defendant.

DEFENDANT'S RESPONSE TO PLAINTIFFS REQUEST FOR ADMISSIONS

COMES NOW the Defendant, Daybreak Inc. d/b/a Humber & Associates, by and through undersigned counsel, and hereby files this Response to Plaintiffs Request for Admissions dated November 17, 2024, as follows:

1. Admit that you entered into a contract to manufacture and install a standing seam copper roof, including all underlayments, flashings, crickets, including all necessary equipment, materials and supplies, at Plaintiffs' home located at 168 Chocolate Hole, St. John, Virgin Islands.

Response: Deny. This defendant did not provide the underlayments and did not manufacture the standing seam copper roof.

2. Admit that the contract required that the work performed by you or your company included cleats be installed at an average of 9.5 inches on center with 2 ring shanks per cleat.

Response: Admit.

3. Admit that the contract which required that cleats be installed at an average of 9.5 inches on center with 2 ring shanks per cleat applied to the main house at Plaintiffs' residence.

Response: Admit.

4. Admit that the contract term requiring that cleats be installed at an average of 9.5 inches on center with 2 ring shanks per cleat to secure the copper panels and copper pans to the roof was a material term of the contract.

Response: Admit.

5. Admit that you charged an additional \$10,737 for the costs (materials and labor) to install the cleats at an average of 9.5 inches on center.

Response: Deny. That figure was included in the proposal dated May 7, 2010 and was not an additional charge.

6. Admit that the cleats, once installed, are covered with copper panels as each panel is installed to make up a copper pan so that the cleats are not visible to the naked eye once the copper pans are installed onto the roof.

Response: Deny. They can be seen by an inspector.

7. Admit that the work on the copper roof began on or about June 2010 and was substantially completed by on or about mid July 2020.

Response: Admit.

8. Admit that on or about September 7, 2017, Hurricane Irma struck the territory.

Response: Admit.

9. Admit that the copper roof on the main house separated during Hurricane Irma.

Response: Without knowledge as to any damage to the property as a result of Hurricane Irma as this Defendant has not revisited the property since completing the work.

10. Admit that the failure to install cleats at 9.5 inches on center contributed to the separation of the copper roof on the main house.

Response: Deny. If the roof failed, it was due to the damaging winds associated with Hurricane Irma.

11. Admit that the areas of failure of the copper roof at the main house coincided to the where there were not cleats placed at 9.5 inches on center.

Response: Deny. If the roof failed, it was due to the damaging winds associated with Hurricane Irma.

12. Admit that the failure to install cleats at an average of 9.5 inches on center was a latent defect that was not discoverable until after Hurricane Irma.

Response: Deny. Any issue with the cleats on the roof should have been detectable when Plaintiffs had their initial roof inspection performed as part of the prior lawsuit.

13. Admit that the failure to install cleats at an average of 9.5 inches on center was a breach of the contract you entered into to install a copper roof at Plaintiffs' home.

Response: Deny. The roof was installed pursuant to the contract between the parties and local code.

14. Admit that the specific location of the cleats securing the pans to the main roof was not visible to the naked eye after the pans were secured to the roof.

Response: Deny. Any issue with the cleats on the roof should have been detectable when Plaintiffs had their initial roof inspection performed as part of the prior lawsuit.

Date: December 17, 2024.

s/ Jeffrey C. Cosby, Esq.
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CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that on December 17, 2024, we electronically filed the foregoing document via CM/ECF to the parties listed below:

s/ Jeffrey C. Cosby, Esq.
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